

EXHIBIT F



Lisa Wolgast
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July 3, 2023

VIA EMAIL (Jonathan.Labukas@quarles.com)

Jonathan Labukas, Esq.
Quarles & Brady, LLP
2020 K Street, NE, Suite 400
Washington, DC 20006

RE: Those certain Franchise Agreements by and between Workout Anytime Franchising Systems, LLC (“Franchisor”) and WOA Athens AL, LLC, WOA Athens TN, LLC, WOA Dayton, LLC, WOA East Ridge TN, LLC, WOA Lafayette, GA, LLC, WOA Northshore, LLC and WOA Sumter Fitness, LLC (collectively, “Franchisees”)

Jonathan:

I write in response to your June 23, 2023 email regarding the above-referenced Franchisees, which was sent in response to my June 14, 2023 letter.

Contrary to the contention in your June 23 email, my June 14 letter outlines and details the breaches by Franchisor. Franchisor’s defaults were also detailed in my May 19 letter. For the reasons set forth in my May 19 and June 14 letters, Franchisor is in breach of the Agreement. Notably, your June 23 email makes no effort to dispute Franchisees’ allegations, other than Franchisees’ allegation relating to WOA East Ridge TN, LLC’s use of a contractor recommended and specified by Franchisor. Franchisees submit that your reference to an article wherein Mr. Greff was described as a “scrooge” is taken out of context and is irrelevant to Franchisor’s breaches the Agreement.

Franchisees will not retract the May 19 and June 14 letters as you request in your June 23 email. Franchisees reserve all rights and remedies under the Agreements and applicable law.

As previously indicated, Franchisees are ready, willing and able to discuss with Franchisor the issues raised in my letters and a mutually-agreeable resolution of same. Please let me know if Franchisor would like to discuss.

Jonathan Labukas, Esq.
July 3, 2023
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Sincerely,

A handwritten signature in blue ink, appearing to read "Lisa Wolgast", with a large circular flourish at the beginning.

Lisa Wolgast